

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:	§	Chapter 11
	§	(Jointly Administered)
COMPUTE NORTH HOLDINGS, INC.,	§	
<i>et al.</i> , ¹	§	Case No. 22-90273 (MI)
Debtors.	§	
	§	
	§	

**ORDER GRANTING CORPUS CHRISTI ENERGY PARK, LLC's EMERGENCY
MOTION TO COMPEL REJECTION BY DEBTOR CN CORPUS CHRISTI, LLC OF
DESIGN-BUILD CONTRACT UNDER 11 U.S.C. § 365(d)(2)**

[Relates to Dkt. No. 644]

On December 20, 2022, the Court heard Movant Corpus Christi Energy Park, LLC's ("CCEP" or "Movant") *Emergency Motion to Compel Rejection by Debtor CN Corpus Christi, LLC of Design-Build Contract under 11 U.S.C. § 365(d)(2)* [Dkt. No. 644] (the "Motion"). Upon considering the Motion, any response(s) thereto, the testimony and other evidence admitted at hearing, the Court finds and determines that the relief sought in the Motion is in the best interests of the Debtors, their estates, creditors, and all parties in interest and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, the Court finds, concludes, and orders as follows:

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, include: Compute North Holdings, Inc. (4534); Compute North LLC (7185); CN Corpus Christi LLC (5551); CN Atoka LLC (4384); CN Big Spring LLC (4397); CN Colorado Bend LLC (4610); CN Developments LLC (2570); CN Equipment LLC (6885); CN King Mountain LLC (7190); CN Minden LLC (3722); CN Mining LLC (5223); CN Pledgor LLC (9871); Compute North Member LLC (8639); Compute North NC08 LLC (8069); Compute North NY09 LLC (5453); Compute North SD, LLC (1501); Compute North Texas LLC (1883); Compute North TX06 LLC (5921); and Compute North TX10 LLC (4238). The Debtors' service address for the purposes of these chapter 11 cases is 7575 Corporate Way, Eden Prairie, Minnesota 55344.

The Court finds it has jurisdiction to issue this Order pursuant to 28 U.S.C. § 1334; this is a core proceeding pursuant to 28 U.S.C. § 157(b); venue of this proceeding is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and notice of the hearing on the Motion and this Order is adequate under the circumstances.

The Court finds the DB Contract (as defined in the Motion) is an executory contract governed by 11 U.S.C. § 365, the counterparties to which are Debtor CN Corpus Christi, LLC (“CNCC”) and the Movant; Debtor has had a reasonable time to decide whether to assume or reject the DB Contract; no sufficient evidence was put forth of CNCC’s ability to satisfy the prerequisites to assumption under 11 U.S.C. § 365(b)(1); the DB Contract is not necessary to Debtors’ reorganization in light of its proposed plan of liquidation; and Movant is likely to suffer irreparable harm if the DB Contract is not assumed or rejected at this time. It is therefore

ORDERED that the DB Contract is deemed rejected under 11 U.S.C. § 365 as of the Petition Date of September 22, 2022. It is further

ORDERED that the rejection of the DB Contract is appropriate and necessary under the circumstances described in the Motion, and is warranted and permissible under sections 105 and 365 of the Bankruptcy Code and Bankruptcy Rule 6006. It is further

ORDERED that this order, except as expressly stated herein, does not otherwise adjudicate any party’s rights, claims, defenses, or remedies as to the DB Contract. It is further

ORDERED that this Court shall retain jurisdiction over all matters relating to the implementation, interpretation, or enforcement of this Order and the matters addressed herein.

Signed: December ___, 2022.

Marvin Isgur
United States Bankruptcy Judge